

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-13-64046

HUD# 07-13-0462-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

LINCOLNSHIRE VILLAGE ASSOCIATION [Corp. #60196]

P O Box 212

Muscatine, Iowa 52761

LINCOLNSHIRE HOMEOWNERS ASSOCIATION

P O Box 212

Muscatine, Iowa 52761

BARBARA FICK

Lincolnshire Village Association

1717 Timberline Drive

Muscatine, Iowa 52761

COMPLAINANT

STEPHEN J. FRYE

31 Coventry Lane Unit C5

Muscatine, IA 52761

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents discriminated against him by failing to make reasonable accommodations which resulted in different terms and conditions of ownership based on disability. Complainant stated that Respondent Barbara Fick violated a 2001 Settlement Agreement when she failed to provide Complainant with annual minutes and income/expense reports from Respondents' September 2012 annual meeting. In addition, Respondent Fick failed to email a copy of all Lincolnshire board meeting minutes beginning in October 2012. Complainant further alleged Respondent Barbara Fick retaliated against him, because he filed a fair housing complaint, by failing to email a maintenance request form formatted for Word 2000 with the document type ".doc" extension on the end of the file name. Respondent Fick serves as the Lincolnshire Village Association's board president for the subject property, a 41-unit condominium/16-unit townhouse complex, at 31 Coventry Lane Unit C5, Muscatine, Iowa 52761.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. The parties acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability.

42 U.S.C. 3604(f)(2)(a) and Iowa Code § 216.8A(3)(b)(1)

3. The parties acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

4. Respondents acknowledge that the Federal Fair Housing Act and Iowa Civil Rights Act, as amended, make it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A.

42 U.S.C. 3617; Iowa Code § 216.11(A).

#### Voluntary and Full Settlement

5. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in his complaint are not fully meritorious.

7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

#### Disclosure

9. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

#### Release

10. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, through the date of this agreement, subject to performance by Respondents of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Training

11. Respondents agree the Association's board of directors, who did not receive fair housing training in 2012, will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle a request for reasonable accommodation from an individual with a disability, as well as the law prohibiting retaliation. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten ( 10) days of completing the training.

#### Relief for Complainant

12. The parties agree to treat each other with respect. Respondents agree the Lincolnshire Village Condominium Declaration and all covenants, rules and regulations will be followed and enforced fairly and without discrimination or retaliation.

13. Respondents agree within seven days of holding a board meeting or annual meeting, Respondents will send Complainant minutes, annual minutes and income/expense reports via email. The emails will be formatted for Word 2000 and sent in two formats with the document types “.doc” extension and “.rtf” on the end of the file name.

14. Respondents agree to provide a Letter of Apology to Complainant, on Association letterhead. Respondents agree to apologize that the annual minutes and income/expense reports from Respondents' September 2012 annual meeting were not furnished to Complainant per term #6 in the 2001 Settlement Agreement.

Respondents also agree to send documentation to the Commission, verifying the Letter of Apology has been sent to Complainant, to the attention of Don Grove, Supervisor of Investigations, within ten ( 10) days of sending the letter.

Signatures of the following page (Page 5)

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Lincolnshire Village Association

RESPONDENT    Date

[CORP. # 60196],

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Lincolnshire Homeowners Association, RESPONDENT

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Date

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Barbara Fick, RESPONDENT

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Date

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Stephen Frye, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

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Date

IOWA CIVIL RIGHTS COMMISSION